

RULES & REGULATIONS [Will live on Boston Tweet Blog and be linked to directly during the Scavenger Hunt on March 24 from 12:00 p.m. EDT to 2:00 p.m. EDT]

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. A TWITTER ACCOUNT OR INSTAGRAM ACCOUNT AND INTERNET ACCESS ARE REQUIRED FOR ENTRY. BY ENTERING THE SWEEPSTAKES, YOU (“ENTRANT” OR “YOU”) AGREE TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT; READ THEM CAREFULLY BEFORE ENTERING.

THESE OFFICIAL RULES (“RULES”) ARE A LEGALLY BINDING AGREEMENT BY AND BETWEEN PARTICIPANT AND SPONSOR (DEFINED BELOW) AND GOVERNS ENTRY IN THE SWEEPSTAKES. BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANT AGREES TO ABIDE BY THESE RULES AND THE RULES, POLICIES AND PROCEDURES LOCATED ON BOSTONTWEET.COM. FAILURE TO COMPLY WITH THESE RULES AND THE TWITTER AND INSTAGRAM RULES, POLICIES AND PROCEDURES WILL VOID A PARTICIPANT’S ENTRY.

This Sweepstakes is in no way sponsored, endorsed, administered by or associated with Twitter or Instagram.

ENTRY PERIOD: The Boston Tweet Banking Reimagined Scavenger Hunt (“Sweepstakes”) starts at 12:00 p.m. ET, on March 24, 2017 and ends at 2:00 p.m. ET on March 24, 2017 (the “Entry Period”). The sponsor of the Sweepstakes is Boston Tweet (“Sponsor”). The Sweepstakes is subject to these Rules, and by entering, all participants age 18 and over agree to be bound by these Rules. Certain restrictions may apply.

1. ELIGIBILITY: The Boston Tweet Banking Reimagined Scavenger Hunt sweepstakes with Boston Tweet (“the Sweepstakes”) is open only to legal residents of the fifty (50) United States and the District of Columbia who have a Twitter account or Instagram account, and are over age eighteen (18) years old at the time of entry. Employees of Capital One and Boston Tweet (“Sweepstakes Entities”), and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. SPONSOR
Boston Tweet
Brookline, MA 02445

3. AGREEMENT TO OFFICIAL RULES

Participation in this Sweepstakes constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to this Sweepstakes. Winning a Prize is contingent upon fulfilling all requirements set forth in these Official Rules.

4. SUBMISSION ENTRY PERIOD

Entrants are automatically entered via participation in the Twitter Scavenger Hunt following guidelines outlined in How to Enter (“Entry”) between the hours of 12:00 p.m. ET on March 24, 2017 and ends at 2:00 p.m. ET on March 24, 2017.

5. HOW TO ENTER

- To participate, go to www.twitter.com (the "Twitter Website"), or on your wireless phone's Twitter App, and (1) if you already have a Twitter account, log on using your Twitter user name and password or (2) if you do not already have a Twitter account, create a free Twitter account according to the instructions on Twitter Website. Please note that you must agree to comply with the Twitter Terms of Use in order to create a Twitter account. You will then be required "follow" Tom O'Keefe, or, "@BostonTweet," look for a Tweet from Boston Tweet relating to Capital One's Banking Reimagined Sweepstakes containing a clue and a picture as to the Location of a hidden Prize. You can also participate by going to www.instagram.com (the "Instagram Website"), or on your wireless phone's Instagram App, and (1) if you already have a Instagram account, log on using your Instagram user name and password or (2) if you do not already have a Instagram account, create a free Instagram account according to the instructions on Instagram Website. Please note that you must agree to comply with the Instagram Terms of Use in order to create an Instagram account. You will then be required "follow" Tom O'Keefe, or, "@BostonTweet," look for an Instagram post from Boston Tweet relating to Capital One's Banking Reimagined Sweepstakes containing a clue and a picture as to the Location of a hidden Prize. The objective is to identify the Location, travel to the Location, and then be the first person to grab the envelope at the Location. By entering the Location, you agree to be filmed, photographed, identified and/or included in promotional materials. It is not a requirement of this Sweepstakes for a winner to have/start a Twitter or Instagram account.
- As part of the Sweepstakes, the winners must simply follow the instructions inside the envelope to retrieve the tickets. In the instructions, winners will be asked to walk through the Banking Reimagined Tour experience to claim their prize.
- If you post updates to or receive updates from twitter.com via SMS from your wireless phone, your wireless-service provider may charge you for each text message you send and receive. Please consult your wireless-service provider regarding its pricing plans. All terms and conditions of Twitter.com and Instagram.com apply.
- All decisions of Sponsor shall be final, binding, and cannot be appealed. In case of a dispute over the identity of an entrant, the authorized account holder of the Twitter or Instagram account used to enter will be deemed to be the entrant. "Authorized account holder" is defined as the person who is assigned to a Twitter or Instagram account by the Twitter or Instagram Website. Entry constitutes permission (except where prohibited by law) by Sponsor to use entrant's name, Twitter or Instagram user name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval. By entering, you agree to the use of your image on camera and on the Website.

6. PRIZING

The prize consists of two pairs of tickets to see the Boston Red Sox; one pair per winner

- a. All Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except as outlined here or at Sponsor's sole and absolute discretion. All Prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change, and in the event that Sponsor is unable to provide a

Winner with their Prize, the Sponsor may elect to provide such Winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value.

b. Two winners will be selected by whomever arrives first at the disclosed location provided by Boston Tweet and from among all eligible entries received. Winner will be notified onsite at the disclosed location.

c. Prize or instructions to retrieve the prize will be provided in person at the disclosed location.

7. LIABILITY

By taking part in the Sweepstakes, the participant accepts that unforeseen technical problems linked to the use of computer networks may arise, including problems when connecting to the Internet. Boston tweet cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any participant entering the competition. Boston tweet is not responsible for any problems or technical malfunction of any telephone network or lines, computer Wi-Fi systems, servers, or providers, platforms and/or platform operators, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to participant's or any other person's computer or other mobile device related to or resulting from participation or downloading any materials in the Competition.

Boston Tweet gives no warranty or guarantee in relation to the Prize and accepts no responsibility or liability for elements of the Prize being amended.

To the fullest extent permissible by law, Boston Tweet excludes liability for all loss, damage or claim arising as a result of the Participant's entry into the Sweepstakes or use of the Prize.

8. DATA PROTECTION AND PUBLICITY

Boston Tweet reserves the right and the participant expressly agrees that Boston Tweet may use the name and/or pseudonym of the Winner and/or all photographs at whatever location such visual material may be produced. Use may include the Internet, such as Boston Tweet's website, its social network pages including Facebook, Twitter, Instagram, YouTube etc. and all photograph, publicity, magazines, catalogues or the likes.

By participating in this competition, the participant will only be providing information to Boston Tweet. Boston Tweet will store participants' entry details in connection with this competition solely for the purpose of competition administration, unless participants have given permission for additional use.

CANCELLATION

Boston Tweet reserves the right to cancel the Sweepstakes and/or to amend the Rules or change the Prize at any time and without prior notice. Any changes will be posted on the official Blog of Boston Tweet.

The Sponsor reserves the right to: (i) permanently disqualify from the Sweepstakes any person it believes has intentionally violated these Official Rules; and (ii) cancel, suspend and/or modify the Sweepstakes without any liability if any fraud, virus or other factor beyond Sponsor's reasonable control impairs the administration, functioning or proper play of the Sweepstakes, as determined by Sponsor in its sole discretion, and withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winner from among all eligible entries received prior to withdrawal. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

In the event of any dispute regarding the Rules, conduct, results and all other matters relating to the Competition, Boston Tweet's decision shall be final and no correspondence or discussion shall be entered into.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.